

NO. LLI-CV21-6028332-S : SUPERIOR COURT
MARK BOUCHER, ET AL. : J.D. OF LITCHFIELD
V. : AT TORRINGTON
BROOKE NIHAN, ET AL. : AUGUST 10, 2021

REQUEST TO REVISE

Pursuant to CT Practice Book sec. 10-37 et. sec. defendants Nihan and Griffin seek revisions in the Complaint, filed by plaintiffs Boucher dated 09 June 2021. More specifically defendants request the following revisions:

- 1) a) **Portion, Common Facts:** *“17. After the felling of the trees, Plaintiffs contacted Defendants. 18. Defendants recommended that Plaintiffs make a proposal as to how to resolve the situation. 19. Plaintiffs requested that Defendants refrain from reentering the Boucher property while Plaintiffs formulated their proposal.”*
- b) **Revision Requested:** Deletion of paragraphs 17 – 19 inclusive of the Complaint as inappropriate under Connecticut law in that the specific paragraphs recite direct communications between the parties, pre-suit, in an attempt at settlement negotiations.
- c) **Reason for the Request:** Settlement discussions between parties are inadmissible, per **CT Code of Evidence, Sec. 4-8: Offers of Compromise.** Additionally, settlement discussions between parties are generally inadmissible under CT common law, to wit: *“We begin our analysis by setting forth relevant legal*

principles. 'It has long been the law that offers relating to compromise are not admissible on the issue of liability.' Simone Corp. v. Connecticut Light & Power Co. 187 Conn. 487, 490, 446 A.2d 1071 (1982). 'Section 4-8 (a) of the Connecticut Code of Evidence provides the general rule that evidence of an offer to compromise or settle a disputed claim is inadmissible on the issues of liability and the amount of the claim.' The rule does not require the exclusion of 'evidence that is offered for another purpose, such as proving bias or prejudice of a witness, refuting a contention of undue delay or proving an effort to obstruct a criminal investigation or prosecution, or ... statements of fact or admissions of liability made by a party.' **Conn. Code Evid. § 4-8 (b) (1) and (2).** 'This rule reflects the strong public policy of promoting settlement of disputes.' Miko v. Commission on Human Rights & Opportunities, 220 Conn. 192, 209, 596 A.2d 396 (1991)."

Kovachich v. Dep't of Mental Health & Addiction Servs., 199 Conn.App. 332, 236 A.3d 219 (Conn. App. 2020)

As the pleadings are often available to the trial jury, by reading and/or reference by the court, argument by counsel or by being provided to the jury during deliberations, it is improper for the complaint to recite inadmissible pre-suit settlement discussion between the parties.

Reply:

DEFENDANTS Nihan and Griffin,

By JN100682

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CERTIFICATION

This is to certify that all personal identifying information was redacted pursuant to *Practice Book Section 4-7*. This will further certify the foregoing was mailed via U.S. Mail, postage pre-paid or electronically delivered pursuant to *Practice Book Section 10-14* on this 10th day of August 2021.

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Commissioner of the Superior Court